

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 28-Feb-2012	4. REQUISITION/PURCHASE REQ. NO. 1300249001	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00167	7. ADMINISTERED BY (If other than Item 6) CODE		S0107A

NSWC, CARDEROCK DIVISION, MARYLAND  
9500 MacArthur Blvd  
West Bethesda MD 20817  
vikki.wells@navy.mil 301-227-3474

DCMA HUNTSVILLE  
BUILDING 4505, SUITE 301, MARTIN ROAD  
REDSTONE ARSENAL AL 35898-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Qinetiq North America, Inc. dba Systems Engrg Grp 890 Explorer Blvd Huntsville AL 35806		[X]	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4394-FD02
			10B. DATED (SEE ITEM 13) 09-Mar-2009
CAGE CODE 59PM9	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or  
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Heather L Valiga, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Heather L Valiga (Signature of Contracting Officer)	16C. DATE SIGNED 28-Feb-2012
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to change Clause G17S Tom Appointment as follows:

- 1) Clause G17S Tom Appointment (AUG 2005) is changed to read:

Contracting Officer's Representative (COR)  
Julie Wessel, Code 3410  
9500 MacArthur Blvd  
W. Bethesda, MD 20817  
julie.wessel@navy.mil  
301-227-1428

Accordingly, wherever Lawrence Brown appeared as the TOM it is hereby replaced with Julie Wessel as the COR.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 1 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Engineering services and high computing systems support for the ship engineering and analysis technology center. (TBD)	1.0	LO	\$3,085,916.00	\$220,470.00	\$3,306,386.00
100001	Incremental funding-\$196,000.00 (OTHER)					
100002	Incremental funding-\$195,000.00 (SCC) (OTHER)					
100003	Incremental funding-\$350,000.00 (SCC) (OTHER)					
100004	Incremental funding - \$75,000.00 (SCC) (OTHER)					
100005	Incremental funding - \$175,000 (NWCF) (WCF)					
100006	Incremental funding - \$60,000 (NWCF) (WCF)					
100007	Incremental Funding - \$175,000.00 (NWCF) TI 001 (WCF)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Not to Exceed Other Direct Costs to include materials,	1.0	LO	\$80,000.00

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 2 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

travel,  
micellaneous  
costs, and any  
applicable  
indirect costs.  
(TBD)

300001 Incremental  
funding-  
\$4,000.00 (OTHER)

300002 Incremental  
funding-  
\$5,000.00 (SCC)  
(OTHER)

The fee percentage applied under CLIN 1000 is 7.14%.

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 3 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

This is a performance based statement of work. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described below and the evaluation methods described in provision CAR H09 in Section H.

### HIGH PERFORMANCE COMPUTING SYSTEMS SUPPORT FOR THE SHIP ENGINEERING AND ANALYSIS TECHNOLOGY CENTER

#### 1.0 BACKGROUND

The Ship Engineering and Analysis Technology Center (SEATech) located at the Naval Surface Warfare Center, Carderock Division (NSWCCD) in W. Bethesda, MD requires high level information technology services contractor support.

The SEATech Center provides high speed/affordable computation services to support a variety of naval analyses including hydrodynamics, signatures, survivability, modeling and simulation, and warfare analysis. The facility has established the infrastructure to support computational tool verification and validation, leads the development of collaborative engineering technologies, and serves as a test bed for the development of multi-disciplinary integrated ship design environments. The facility ensures the availability of state of the art design and analysis tools for future ship design configurations and modification to current designs. SEATech Center users are able to cost effectively conduct computationally intense calculations by accessing high performance computing resources and a staff of IT professionals.

#### 2.0 SCOPE

The SEATech Center is managed and operated by NSWCCD's Corporate Information Services Division (Code 34). Code 34 has a requirement for services for information technology services to include the following:

(1) Development, deployment and administration of advanced visualization and collaboration equipment and tools.

(2) Operation, maintenance, and management of state-of-the-art high performance computational resources located at the SEATech Center for the ship and ship systems community to conduct research, design, and analyses.

The contractor shall provide engineering services, technical and analytical support for the projects outlined in this Statement of Work. Tasks will be executed primarily at the SEATech Center located at the Naval Surface Warfare Center, Carderock Division, 9500 MacArthur Blvd., W. Bethesda, MD.

#### 3.0 APPLICABLE DOCUMENTS

DODI 5200.40 - DoD Information Technology Security Certification and Accreditation Process

DODM 8510.1-M - DoD Information Technology Security Certification and Accreditation Process – Application Manual

#### 4.0 TASKING

Each task outlined below will be initiated at the direction of the Task Order Manager (TOM). Once the task is initiated, the contractor shall be obligated to perform the requirement as specified in the Technical Instruction (TI).

4.1 Provide support in the areas of Program and Financial Management, High Performance Computing System Administration, Network Engineering and Administration Services, Information Management and Security, and Advanced visualization and collaboration Tools.

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 4 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

4.2 The contractor shall support the design, development, and administration of immersive visual simulations including near-real-time interactive display of physics based models. These shall include representation of 3-dimensional (3-D), immersive perspectives for a wide range of computational models; and output from large computational analyses for applications such as submarine maneuvering, propulsor design, hydrodynamic flow analyses, ship arrangements, and other ship systems. **Requirements may also include developing and implementing techniques to conduct real-time 3-D reviews with similarly equipped contractors, or Government and university sites connected to NSWCCD.** The contractor shall also provide system administrative services for current and future visualization systems installed at the SEATech Center. Additional tasks include: a) conducting commercial market surveys to identify immersive simulation hardware and software to upgrade or replace deployed systems; b) assisting in long range plans and cost estimates, and recommendations for expansion or replacement of deployed systems and c) installing and validating the use of software applications on the visualization system; and d) supporting video and audio systems.

4.3 The contractor shall provide the necessary labor and material to provide operation and maintenance services to the high performance computing and workstation resources at the SEATech Center at NSWC Carderock Division. This shall include operating systems upgrade and maintenance; resource performance monitoring; file backup, migration and archiving; analyzing and troubleshooting with equipment vendors and service providers; and equipment interface and device fault isolation. Operating systems supported shall include MS Windows, UNIX, and Linux. Hardware supported shall include but not be limited to systems supplied by SGI, Penguin, IBM and Fakespace.

Tasking includes assessing information technology trends and developments to:

- Determine appropriate computing and communications technologies for specific applications;
- Match SEATech user requirements with the appropriate systems and applications;
- Design and implement data management techniques; and
- Assess advanced technologies in data storage, data processing, network communications, and information security.

4.4 The contractor shall obtain specialized test equipment and/or Commercial-Off-The-Shelf (COTS) products to be integrated into a system for a particular application or environment and manage the authorized budgets to support the installation and maintenance of the products or services.

4.5 The contractor shall provide user support, including but not limited to: hardware and software services for SEATech resources and the associated network; on-line telephone network consulting; remote maintenance of user system configuration files; on-site system tutoring and instructions; client application problem solving; and technical services. The contractor shall also provide daily operational support for SEATech's visualization infrastructure, the Center for Concept Visualization (CCV).

4.6 The contractor shall support SEATech with the design, engineering, consolidation and integration of network infrastructures. Included in this scope of work are broadband backbone networks, multimedia communications systems, high performance communications systems, and Local Area Networks (LANs) such as the SEATech's Ship Design and Analysis Network (SDAN). Example tasking may involve enterprise backbone design; LAN/WAN engineering, design and operation; LAN engineering services; network load balancing support; integration of user applications, workstations support and network support including switches, routers, and 10 Gbit Ethernet; and development of high performance infrastructure for voice, data, video, imaging and graphics.

4.7 The contractor shall develop information management and configuration management policies and procedures for SEATech. The contractor shall assist with the implementation of information security schemes, methodologies and architectures; with contingency planning; and with data encryption and information integration technologies. The contractor shall recommend and acquire equipment, communications software, network management tools, and services to demonstrate and develop an operational communications infrastructure.

4.8 The contractor shall implement security requirements on computers, for instance Information Assurance Vulnerability Alerts (IAVAs), anti-virus updates and account maintenance. The contractor shall perform audit trails, reviewing computer logs, and maintaining inventory tracking. In addition, the contractor shall assist in developing and maintaining documentation for standard operating procedures.

4.9 The contractor shall assist in general programmatic support in financial analysis and management, and preparation of presentation materials for briefs to the Navy. Management support include: (1) maintaining the SEATech classified and unclassified libraries; (2) maintaining the SEATech master calendar and coordinating

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 5 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

arrangements for all presentations/meetings in SEATech Conference Rooms; (3) preparing and maintaining all security-related documentation for SEATech, including the System Security Authorization Agreement (SSAA); (4) preparing and maintaining letters, reports, memos, travel orders, travel vouchers, and other similar types of documents; (5) maintaining and tracking SEATech budget planning and execution information; (6) support time-keeping records using the Standard Labor Data Collection and Distribution System (SLACADA); (7) enter data into various computerized databases and tracking systems; and (8) maintain the SEATech facility access roster.

4.10 The contractor shall interact with the advanced visualization computing environment and collaboration tools required to operate the facility.

4.11 The contractor may be required to perform miscellaneous services on emerging or special projects and programs. The services shall be specified by the Task Order Management and specifically related to the computer systems for the ship engineering and analysis center.

## 5.0 TRAVEL

Meetings for and in support of SEATech will normally take place at the Government facility in W. Bethesda or in the Washington DC area. Travel for SEATech coordination meetings shall be at the discretion of the TOM and will normally be limited to areas concerning the administration or application of SEATech software and security.

Meetings on contractor performance shall take place between the contractor and customer as needed. They shall be normally conducted in the contractor's Washington area offices, at designated offsite locations, or as designated by the TOM. Travel under the contract will be reviewed and approved by the TOM on a case by case basis.

## 6.0 DELIVERABLES REQUIREMENT

The contractor shall deliver the following reports during performance of this task order:

6.1 - Commercial Market Survey Report - As directed, progress report of status within 30 days of tasking. Detailed report to contain:

- a. Identification of COTS products;
- b. Comparison of available products with cost benefit analysis.

6.2 – Resource Management Plan - Develop long range plans to include budget and recommendations - As Directed, report of status within 30 days of tasking. Report to include:

- a. Replacement/upgrade estimates costs for computer hardware;
- b. Cost estimates for software upgrades and licenses;
- c. Cost estimates of maintenance contracts for hardware and software.

6.3 - Working Computer Programs Report- Within 2 days of receipt, new software to be installed and operational.

6.4 - Technology Assessment (Studies) - As directed by Task Order Manager. Detailed assessment report to include:

- a. State of current technology;
- b. Assessment whether technology can meet desired requirements;
- c. Identification of technology limitations;
- d. Feasibility to integrate technology into current environment.

6.5 - Operations Reports (Documentation) - Ongoing, reports to include:

- a. Standard Operating Procedures;
- b. User Security Guides;
- c. Continuity of Operation Plans.

6.6 - Library Inventory Report – Ongoing, reports to include:

- a. Accurate index of documents in unclassified and classified libraries.

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 6 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

6.7 – Schedules (Calendar Report) – Continuous, reports to include:

- a. Post weekly calendar report on conference room meetings;
- b. Review, approve, and coordinate conference room booking requests within next business day.

6.8 - Security Plan Report (Documentation) – Ongoing, reports to include:

- a. Update and maintain System Security Authorization Agreement;
- b. Maintain current Memorandums of Agreement.

6.9 - Budget (Service Cost Center) Report – Reports to include:

- a. Detailed report on revenue and expenditures for Service Cost Center;
- b. Spend plan for Service Cost Center summarizing projection of future revenue and expenses for fiscal year.

6.10 - Facility Access Report – Reports to include:

- a. Accurate access list to facilities;
- b. Accurate POC lists for emergencies.

6.11- Progress Status Report – Reports to include:

- a. The activities undertaken during the previous calendar month;
- b. The progress with respect to on-going activities;
- c. Anticipated activities during the following month;
- d. POA&M of major tasks and milestones;
- e. Any problems encountered or envisioned, plus suggested remedies.

6.12 Contract Funds Status Report – Reports to include:

- a. Funds expended to date, and on a cumulative basis
- b. Projection of accrual rate

The table below details the 1st submission date and subsequent submission date of the above reports:

<u>Report Name</u>	<u>1st Submission Date</u>	<u>Subsequent Submission Date</u>
6.1 COMMERCIAL MARKET SURVEY REPORT	ASREQ	ASREQ
6.2 RESOURCE MANAGEMENT PLAN	15 DATO	ASREQ
6.3 WORKING COMPUTER PROGRAM REPORT	ASREQ	ASREQ
6.4 TECHNOLOGY ASSESSMENT (STUDIES)	ASREQ	ASREQ
6.5 OPERATIONS REPORT (DOCUMENTATION)	ASREQ	ASREQ
6.6 LIBRARY INVERNTOY REPORT	ASREQ	ASREQ
6.7 SCHEDULES (CALENDAR REPORT)	15 DATO	WEEKLEY
6.8 SECURITY PLAN REPORT	ASREQ	ASREQ
6.9 BUDGET (SERVICE COST CENTER) REPORT	30 DATO	MONTHLY
6.10 FACILITY ACCESS REPORT	15 DATO	QUARTERLY
6.11 PROGRESS STATUS REPORTS	15 DATO	MONTHLY
6.12 CONTRACT FUNDS STATUS REPORTS	45 DATO	MONTHLY

7.0 ADMINSTRATIVE CONSIDERATIONS

7.1 Period of Performance

The period of performance period for this task order will be from the effective date of award through five (5) years thereafter.

7.2 Security Requirements



CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 7 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

During the performance of this task, the contractor may receive or generate information classified to the level of SECRET as indicated on the Attached DD Form 254, Contract Security Classification Specification.

The contractor shall have a facility clearance at the SECRET level and ALL personnel proposed to work on the task must be cleared at the SECRET level.

### 7.3 Hours of Support

The contractor shall provide SEATech operational and users support during standard business hours, Mon-Fri, from 0600–1800 hours.

Overtime is estimated at 250 hours per year to provide for limited downtime of systems and equipment onboard ships.

On-site office space and all necessary equipment shall be made available to the contractor in performance of this task order as required. Contractor personnel may also work at the contractor's off-site location when deemed appropriate and specified by the Task Order Manager. Adjustments to the daily working hours may be approved by the Task Order Manager to ensure efficient and effective operations.

### 7.4 Information Assurance

Certifications for the Information Assurance workforce are required by ~~31 December 2009~~ **30 June 2010**. The following labor categories are in the Information Assurance (IA) workforce, IA Technical Level II: Senior Software/Systems Technical Project Engineer, Senior Network Engineer, and Senior Systems Engineer.

The TOM will notify the contractor of specific certification requirements at least one month prior to the required due date. Once obtained, the contractor shall ensure that employees keep all required certifications current to meet Navy Information Assurance (IA) Workforce requirements. For each labor category that must meet IA requirements, acceptable certifications can be found at the following web site:

<http://www.dtic.mil/whs/directives/corres/pdf/857001m.pdf>.

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 8 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the base contract.

Deliverables - The deliverables as specified in Section 6 of the Statement of Work, shall be delivered to the TOM electronically and/or mailed to:

N00167

Contracting Officer's Representative (COR)

Julie Wessel, Code 3410

9500 MacArthur Blvd

W. Bethesda, MD 20817

[julie.wessel@navy.mil](mailto:julie.wessel@navy.mil)

301-227-1428

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 9 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed at destination by the Task Order Manager (TOM).

N00167

Contracting Officer's Representative (COR)

Julie Wessel, Code 3410

9500 MacArthur Blvd

W. Bethesda, MD 20817

[julie.wessel@navy.mil](mailto:julie.wessel@navy.mil)

301-227-1428

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 10 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

N00167

Contracting Officer's Representative (COR)

Julie Wessel, Code 3410

9500 MacArthur Blvd

W. Bethesda, MD 20817

[julie.wessel@navy.mil](mailto:julie.wessel@navy.mil)

301-227-1428

### 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
1000 & 3000	ALL	FIVE (5) YEARS

(End of clause)

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 11 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### **G17S TOM APPOINTMENT (AUG 2005)**

(a) The Task Order Ordering Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this task order:

N00167  
COR Julie Wessel, Code 3410  
Naval Surface Warfare Center  
Carderock Division  
9500 MacArthur Blvd.  
W. Bethesda, MD 20817  
PH: (301) 227-1428  
E-mail: [julie.wessel@navy.mil](mailto:julie.wessel@navy.mil)

(b) The COR is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

### SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 32,336 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 125 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 12 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

#### SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
----------------------	-----------------	----------------	-----------------------

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 13 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

100001	\$182,938.00	\$13,062.00	5 years after effective date of task order
100002	\$182,005.00	\$12,995.00	5 years after effective date of task order
100003	\$326,675.00	\$23,325.00	5 years after effective date of task order
100004	\$ 70,002.00	\$ 4,998.00	5 years after effective date of task order
100005	\$163,338.00	\$11,662.00	5 years after effective date of task order
100006	\$ 56,001.00	\$ 3,999.00	5 years after effective date of task order
100007	\$163,338.00	\$11,662.00	5 years after effective date of task order
300001	\$ 4,000.00	N/A	5 years after effective date of task order
300002	\$ 5,000.00	N/A	5 years after effective date of task order

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 100001 through 100007 and 300001 through 300002 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the from the costs of performance of fully funded CLINs/SLINs.

#### FUNDING PROFILE

It is estimated that these incremental funds will provide for the following:

TotalContract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
\$3,386,386.00	\$175,000.00	\$1,060,000.00	\$1,235,000.00	\$2,151,386.00

(End of Clause)

#### CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 14 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Type of Document (*contracting officer check all that apply*)

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☐ Invoice as 2-in-1 (FFP Service Only)
- ☒ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- ☐ Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S0512A</u>
Pay Office DODAAC	<u>HQ0339</u>
Service Approver DODAAC	<u>N00167</u>
DCAA Auditor DODAAC	<u>HAA454</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
<a href="mailto:julie.wessel@navy.mil">julie.wessel@navy.mil</a>

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS WinS for electronic end to end invoicing until the functionality of WinS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 1-866-618-5988 or the NSWCCD WAWF point of contact at (301) 227-5419.



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4394	FD02	09	15 of 24	

(End of Clause)

Accounting Data  
 SLINID PR Number Amount  
 -----  
 100001 82773102 196000.00  
 LLA :  
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992340100102

300001 82773102 4000.00  
 LLA :  
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992340100102

BASE Funding 200000.00  
 Cumulative Funding 200000.00

MOD 01

100002 91534192 195000.00  
 LLA :  
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992340100102

300002 91534192 5000.00  
 LLA :  
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992340100102

MOD 01 Funding 200000.00  
 Cumulative Funding 400000.00

MOD 02 Funding 0.00  
 Cumulative Funding 400000.00

MOD 03

100003 92873151 350000.00  
 LLA :  
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992340100102

MOD 03 Funding 350000.00  
 Cumulative Funding 750000.00

MOD 04 Funding 0.00  
 Cumulative Funding 750000.00

MOD 05

100004 02433027 75000.00  
 LLA :  
 AA 97X4930 NH1C 000 77777 0 000167 2F 000000 992340100102

MOD 05 Funding 75000.00  
 Cumulative Funding 825000.00

MOD 06

100005 10049885 175000.00  
 LLA :  
 AB 97X4930 NH1C 000 77777 0 000167 2F 000000 995341111131

MOD 06 Funding 175000.00  
 Cumulative Funding 1000000.00

MOD 07

100006 11198084 60000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4394	FD02	09	16 of 24	

LLA :  
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 995341111131

MOD 07 Funding 60000.00  
Cumulative Funding 1060000.00

MOD 08

100007 11756503 175000.00  
LLA :  
AB 97X4930 NH1C 000 77777 0 000167 2F 000000 995341111131

MOD 08 Funding 175000.00  
Cumulative Funding 1235000.00

MOD 09 Funding 0.00  
Cumulative Funding 1235000.00

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 17 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006)  
(NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 18 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) Performance Evaluation Criteria: The contractor's performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor's performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
-----------	----------------	--------------	-----------

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 19 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 20 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.
----------------	--	--	--

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and proactive. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

## CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2009)

In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 21 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 22 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

Clause no. HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) under the base contract applies to this task order.

Clause nos. 52.224-1 - PRIVACY ACT NOTIFICATION, 52.224-2 - PRIVACY ACT, and 52.237-3 - CONTINUITY OF SERVICES are hereby incorporated into this task order.

Clause no. 252-204-7000 - DISCLOSURE OF INFORMATION is hereby incorporated into this task order.

### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$77,071.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions



CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 23 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

- (1) assign additional work under the task order;
- (2) direct a change as defined in the "Changes" clause of the base contract;
- (3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

- (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the task order statement of work which is not affected by the disputed technical instruction.

(End of Clause)

CONTRACT NO. N00178-05-D-4394	DELIVERY ORDER NO. FD02	AMENDMENT/MODIFICATION NO. 09	PAGE 24 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

CAR-H10 Performance Requirements Summary Table

DD254